



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

November 8, 2013

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510 Walnut Street
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Philadelphia, PA 19106-3683

Christian Kerstetter, Esq.
City of Philadelphia
1515 Arch Street
16th Floor
Philadelphia, PA 19102-1595

Re: 14 390 01836 10
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievance: P/O Det. Erica Griffin PR [REDACTED] - Suspended for six (6) days

Dear Parties:

This will confirm that the above-captioned matter has been settled. Accordingly, the hearing scheduled for November 15, 2013 is cancelled and the Association's file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.

Also, enclosed please find the Arbitrator's bill for services rendered in this matter. When paying the Arbitrator, checks should be prepared and mailed directly to the Arbitrator, not to the American Arbitration Association. Any unpaid fees still due the Association and the Arbitrator in the above-captioned matter remain fully payable. Your cooperation in this regard is greatly appreciated.

Thank you for choosing the American Arbitration Association.

Very truly yours,

Mediation • Arbitration • Elections • Education • Training

Christine Naida
Case Administrator
[REDACTED]
naidac@adr.org

CNN/eg

cc: Robert E. Light, Esq.
Thomas W. Jennings, Esq.
John R. McGrody

AMERICAN ARBITRATION ASSOCIATION

**THE FRATERNAL ORDER OF POLICE,
LODGE 5**

—and—

THE CITY OF PHILADELPHIA

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AAA Case No. 1836-10

Grievant: Erica Griffin

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge 5 ("FOP"), are parties to a collective bargaining agreement;

WHEREAS, Erica Griffin ("Grievant") is employed by the City and a member of the bargaining unit represented by the FOP;

WHEREAS, on June 24, 2010, Grievant was suspended for six (6) days for violation of Section 4.20, Neglect of Duty;

WHEREAS, Grievant initiated a grievance, contending that the City violated the collective bargaining agreement;

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the Union;

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and

WHEREAS, the parties wish to resolve this matter without resort to further litigation.

NOW, THEREFORE, the parties agree as follows:

1. The City will remove reference to the Grievant's 6-day suspension, noticed on June 24, 2010, from the Grievant's disciplinary record.
2. The Grievant agrees that she will not be given any compensation or time back from that suspension.
2. In consideration of the foregoing, the Union and the Grievant agree to withdraw the grievance and demand for arbitration in this matter.
3. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

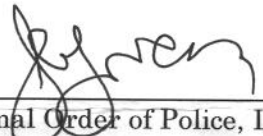
4. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

5. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

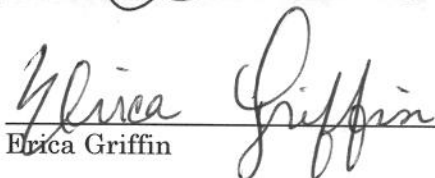
6. In further consideration of the foregoing, the Union and the Grievant, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

7. By entering into this Agreement and in exchange for the promises made herein, the Grievant, for herself, her agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of her own free will agrees to and hereby does forever release, discharge and hold harmless the Union, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the Union's representation of the Grievant in connection with the Grievance described above.


WHEREFORE, the Union, the City, and the Grievant, intending to be legally bound by this Agreement, enter into this Agreement this _____ day of _____, 2013, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police, Lodge 5

1-17-14
Date


Erica Griffin

1-17-14
Date


Philadelphia Police Department

11/25/13
Date